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15 **UNITED STATES DISTRICT COURT**
 16 **CENTRAL DISTRICT OF CALIFORNIA**

17 **SOCHEAT CHY,**

18 **Plaintiff,**

19 **v.**

20 **LAM SIN YAM; RAY LIM;**
TIFFANY NGO; NGO ASSET
MANAGEMENT, LLC; TIFFANY
NGO IN HER CAPACITY AS
TRUSTEE OF THE TIFFANY NGO
LIVING TRUST UTD; NAING
LAM YAM; CINDY KANYA
CHAN; MOLICA RATHA KEO;
NIVODETH KHIEV; CRUISE
THRU DAIRY, D/B/A CRUISE
THRU DAIRY; VALERO MART
INC., D/B/A VALERO ART/ARCO
MARKET INC.; and TIFFANY
NGO, D/B/A SPEEDY WASH,

27 **Defendants.**

IT IS SO ORDERED.

DATED: 3/21/2018

Alicia G. Rosenberg
 UNITED STATES MAGISTRATE JUDGE

**CHAMBERS
COPY**

Case No. 2:17-CV-04325-VAP-**AGR**

**STIPULATED PROTECTIVE
ORDER**

Courtroom: B
 Magistrate Judge: Alicia G. Rosenberg
 Action Filed: June 9, 2017
 Trial Date: January 22, 2019

[Proposed Order submitted
concurrently herewith]

1 1. A. PURPOSES AND LIMITATIONS

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3 Discovery in this action is likely to involve production of confidential,
4 proprietary, or private information for which special protection from public
5 disclosure and from use for any purpose other than prosecuting this litigation may
6 be warranted. Accordingly, the Plaintiff SOCHEAT CHY (“Plaintiff”) and
7 Defendants LAM SIN YAM, RAY LIM, TIFFANY NGO, NGO ASSET
8 MANAGEMENT, LLC, TIFFANY NGO IN HER CAPACITY AS TRUSTEE OF
9 THE TIFFANY NGO LIVING TRUST, CRUISE THRU DAIRY D/B/A CRUISE
10 THRU DAIRY, VALERO MART INC. D/B/A VALERO MART/ARCO
11 MARKET INC., and TIFFANY NGO D/B/A SPEEDY WASH (collectively
12 “Defendants”), through their respective counsel of record hereby stipulate to and
13 petition the Court to enter the following Stipulated Protective Order. The parties
14 acknowledge that this Order does not confer blanket protections on all disclosures
15 or responses to discovery and that the protection it affords from public disclosure
16 and use extends only to the limited information or items that are entitled to
17 confidential treatment under the applicable legal principles. The parties further
18 acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective
19 Order does not entitle them to file confidential information under seal; Civil Local
20 Rule 79-5 sets forth the procedures that must be followed and the standards that
21 will be applied when a party seeks permission from the court to file material under
22 seal.

23
24 B. GOOD CAUSE STATEMENT

25
26 This action is likely to involve personally identifiable information that is
27 subject to the legally-protectable privacy rights of the Parties and relevant third
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1 parties to which Plaintiff or Defendants owe a duty of privacy. This action may
2 also involve business sales and financial information for which special protection
3 from public disclosure or use for any purpose other than prosecution of this action
4 is warranted. Such protected materials and information consist of
5 CONFIDENTIAL Information or Items, as defined in Section 2.3 below, and the
6 Personally Identifiable Information of the Parties, Parties' employees and
7 customers, and Non-Parties. Documents containing "Personally Identifiable
8 Information," as defined in Section 2.14, below, may be redacted by the Producing
9 Party before production for inspection by other Parties.

10 Accordingly, to expedite the flow of information, to facilitate the prompt
11 resolution of disputes over confidentiality of discovery materials, to adequately
12 protect information the parties are entitled to keep confidential, to ensure that the
13 parties are permitted reasonable necessary uses of such material in preparation for
14 and in the conduct of trial, to address their handling at the end of the litigation, and
15 serve the ends of justice, a protective order for such information is justified in this
16 matter. It is the intent of the parties that information will not be designated as
17 confidential for tactical reasons and that nothing be so designated without a good
18 faith belief that it has been maintained in a confidential, non-public manner, and
19 there is good cause why it should not be part of the public record of this case.

20
21 **2. DEFINITIONS**

22 **2.1 Action:** *Socheat Chy v. Lam Sin Yam, et al.*, Civil Action No. 2:17-cv-
23 04325-VAP-AGR.

24 **2.2 Challenging Party:** a Party or Non-Party that challenges the designation
25 of information or items under this Order.

26 **2.3 "CONFIDENTIAL" Information or Items:** information (regardless of
27 how it is generated, stored or maintained) or tangible things that qualify for
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1 protection under Federal Rule of Civil Procedure 26(c), including confidential
2 business or financial information, information regarding confidential business
3 practices or other confidential commercial information (including information
4 implicating privacy rights of third parties), information otherwise generally
5 unavailable to the public, or information which may be privileged or otherwise
6 protected from disclosure under state or federal statutes, court rules, case decisions,
7 or common law.

8 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
9 their support staff).

10 2.5 Designating Party: a Party or Non-Party that designates information or
11 items that it produces in disclosures or in responses to discovery as
12 "CONFIDENTIAL."

13 2.6 Disclosure or Discovery Material: all items or information, regardless
14 of the medium or manner in which it is generated, stored, or maintained (including,
15 among other things, testimony, transcripts, and tangible things), that are produced
16 or generated in disclosures or responses to discovery in this matter.

17 2.7 Expert: a person with specialized knowledge or experience in a matter
18 pertinent to the litigation who has been retained by a Party or its counsel to serve
19 as an expert witness or as a consultant in this Action.

20 2.8 House Counsel: attorneys who are employees of a party to this Action.
21 House Counsel does not include Outside Counsel of Record or any other outside
22 counsel.

23 2.9 Non-Party: any natural person, partnership, corporation, association, or
24 other legal entity not named as a Party to this action.

25 2.10 Outside Counsel of Record: attorneys who are not employees of a party
26 to this Action but are retained to represent or advise a party to this Action and have
27 appeared in this Action on behalf of that party or are affiliated with a law firm

1 which has appeared on behalf of that party, and includes support staff.

2 2.11 Party: any party to this Action, including all of its officers, directors,
3 employees, consultants, retained experts, and Outside Counsel of Record (and their
4 support staffs).

5 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
6 Discovery Material in this Action.

7 2.13 Professional Vendors: persons or entities that provide litigation support
8 services (e.g., photocopying, videotaping, translating, preparing exhibits or
9 demonstrations, and organizing, storing, or retrieving data in any form or medium)
10 and their employees and subcontractors.

11 2.14 Personally Identifiable Information: limited categories of information
12 that may be redacted by the Producing Party before production for inspection by
13 other Parties. In the event Personally Identifiable Information is not redacted prior
14 to the production, it shall be redacted prior to any submission or filing with the
15 court of any portion of the production which contained unredacted Personally
16 Identifiable Information. Personally Identifiable Information includes a Party or
17 Non-Party's social security number, Tax ID number(s), driver's license number(s),
18 bank account number(s), credit card number(s), alien registration number(s), and
19 personal medical record information, as well as the names of any Parties or Non-
20 Parties aged 17 or younger. For clarity, Personally Identifiable Information does
21 not include the names of any Parties or Non-Parties over the age of 17.

22 2.15 Protected Material: any Disclosure or Discovery Material that is
23 designated as "CONFIDENTIAL" or that qualifies as Personally Identifiable
24 Information under Section 2.14, above.

25 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material
26 from a Producing Party.

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3. SCOPE

Any use of Protected Material at trial shall be governed by the orders of the trial judge. This Order does not govern the use of Protected Material at trial.

Even after final disposition of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

5.1 Exercise of Restraint and Care in Designating Material for Protection.

1 Mass, indiscriminate, or routinized designations are prohibited.
2 Designations that are shown to be clearly unjustified or that have been made for an
3 improper purpose (e.g., to unnecessarily encumber the case development process
4 or to impose unnecessary expenses and burdens on other parties) may expose the
5 Designating Party to sanctions.

6 If it comes to a Designating Party's attention that information or items that
7 it designated for protection do not qualify for protection, that Designating Party
8 must promptly notify all other Parties that it is withdrawing the inapplicable
9 designation.

10 5.2 Manner and Timing of Designations. Except as otherwise provided in
11 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
12 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
13 under this Order must be clearly so designated before the material is disclosed or
14 produced.

15 Designation in conformity with this Order requires:

16 (a) for information in documentary form (e.g., paper or electronic
17 documents, but excluding transcripts of depositions or other pretrial or trial
18 proceedings), that the Producing Party affix at a minimum, the legend
19 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that
20 contains protected material. If only a portion or portions of the material on a page
21 qualifies for protection, the Producing Party also must clearly identify the protected
22 portion(s) (e.g., by making appropriate markings in the margins).

23 A Party or Non-Party that makes original documents available for inspection
24 need not designate them for protection until after the inspecting Party has indicated
25 which documents it would like copied and produced. During the inspection and
26 before the designation, all of the material made available for inspection shall be
27 deemed "CONFIDENTIAL." After the inspecting Party has identified the

1 documents it wants copied and produced, the Producing Party must determine
2 which documents, or portions thereof, qualify for protection under this Order.
3 Then, before producing the specified documents, the Producing Party must affix
4 the "CONFIDENTIAL legend" to each page that contains Protected Material. If
5 only a portion or portions of the material on a page qualifies for protection, the
6 Producing Party also must clearly identify the protected portion(s) (e.g., by making
7 appropriate markings in the margins).

8 (b) for testimony given in depositions that the Designating Party identify the
9 Disclosure or Discovery Material on the record to the reporter and to all counsel
10 present during the deposition, before the close of the deposition all protected
11 testimony, or by sending a letter by courier or facsimile transmission, within thirty
12 (30) days after receiving the deposition transcript, to all attorneys of record and to
13 the deposition reporter designating by page and line any portions of transcript to be
14 designated as "CONFIDENTIAL" hereunder. Each person receiving a letter
15 designating as "CONFIDENTIAL" all or any portion of a deposition transcript in
16 his or her possession, custody or control shall immediately affix a copy of such
17 letter to the front cover of the deposition transcript and every copy thereof within
18 his or her possession, custody or control, and shall place the appropriate legend at
19 the top of the title page of the transcript and on all subsequent pages designated as
20 containing such qualifying information;

21 (c) for information produced in some form other than documentary and for
22 any other tangible items, that the Producing Party affix in a prominent place on the
23 exterior of the container or containers in which the information is stored the legend
24 "CONFIDENTIAL." If only a portion or portions of the information warrants
25 protection, the Producing Party, to the extent practicable, shall identify the
26 protected portion(s).

27 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
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1 failure to designate qualified information or items does not, standing alone, waive
2 the Designating Party's right to secure protection under this Order for such
3 material. Any party may, at any time during the course of this litigation, so
4 designate any documents or information produced that were not previously so
5 designated. Upon timely correction of a designation, the Receiving Party must
6 make reasonable efforts to assure that the material is treated in accordance with the
7 provisions of this Order.

8 9 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

10 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
11 designation of confidentiality or a redaction of alleged Personally Identifiable
12 Information at any time that is consistent with the Court's Scheduling Order.

13 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
14 resolution process under Local Rule 37.1 et seq.

15 6.3 The burden of persuasion in any such challenge proceeding shall be on
16 the Designating Party. Frivolous challenges, and those made for an improper
17 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
18 parties) may expose the Challenging Party to sanctions. Unless the Designating
19 Party has waived or withdrawn the confidentiality designation, all parties shall
20 continue to afford the material in question the level of protection to which it is
21 entitled under the Producing Party's designation until the Court rules on the
22 challenge.

23 24 7. ACCESS TO AND USE OF PROTECTED MATERIAL

25 7.1 Basic Principles. A Receiving Party may use Protected Material that is
26 disclosed or produced by another Party or by a Non-Party in connection with this
27 Action only for prosecuting, defending, or attempting to settle this Action, and for
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1 no other purposes. Documents designated as “CONFIDENTIAL” pursuant to this
2 Order and the information contained in and/or derived therefrom shall not be used
3 by or on behalf of any Party or any other person for business, commercial,
4 competitive or related purposes. Such Protected Material may be disclosed only to
5 the categories of persons and under the conditions described in this Order. When
6 the Action has been terminated, a Receiving Party must comply with the provisions
7 of section 13 below (FINAL DISPOSITION).

8 Protected Material must be stored and maintained by a Receiving Party at a
9 location and in a secure manner that ensures that access is limited to the persons
10 authorized under this Order.

11 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
12 otherwise ordered by the court or permitted in writing by the Designating Party, a
13 Receiving Party may disclose any information or item designated
14 “CONFIDENTIAL” only to:

15 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
16 well as employees of said Outside Counsel of Record to whom it is reasonably
17 necessary to disclose the information for this Action;

18 (b) the officers, directors, and employees (including House Counsel) of
19 the Receiving Party to whom disclosure is reasonably necessary for this Action;

20 (c) Experts (as defined in this Order) of the Receiving Party to whom
21 disclosure is reasonably necessary for this Action and who have signed the
22 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

23 (d) the court and its personnel;

24 (e) court reporters and their staff;

25 (f) professional jury or trial consultants, mock jurors, and Professional
26 Vendors to whom disclosure is reasonably necessary for this Action and who have
27 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

1 (g) the author or recipient of a document containing the information or a
2 custodian or other person who otherwise possessed or knew the information;

3 (h) during their depositions, witnesses, and attorneys for witnesses, in the
4 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
5 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they
6 will not be permitted to keep any confidential information unless they sign the
7 "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise
8 agreed by the Designating Party or ordered by the court. Pages of transcribed
9 deposition testimony or exhibits to depositions that reveal Protected Material may
10 be separately bound by the court reporter and may not be disclosed to anyone except
11 as permitted under this Stipulated Protective Order; and

12 (i) any mediator or settlement officer, and their supporting personnel,
13 mutually agreed upon by any of the parties engaged in settlement discussions.

14
15 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**
16 **IN OTHER LITIGATION**

17 If a Party is served with a subpoena or a court order issued in other litigation
18 that compels disclosure of any information or items designated in this Action as
19 "CONFIDENTIAL," that Party must:

20 (a) promptly notify in writing the Designating Party. Such notification
21 shall include a copy of the subpoena or court order;

22 (b) promptly notify in writing the party who caused the subpoena or order
23 to issue in the other litigation that some or all of the material covered by the
24 subpoena or order is subject to this Protective Order. Such notification shall include
25 a copy of this Stipulated Protective Order; and

26 (c) cooperate with respect to all reasonable procedures sought to be
27 pursued by the Designating Party whose Protected Material may be affected.

1 If the Designating Party timely seeks a protective order, the Party served with
2 the subpoena or court order shall not produce any information designated in this
3 action as "CONFIDENTIAL" before a determination by the court from which the
4 subpoena or order issued, unless the Party has obtained the Designating Party's
5 permission. The Designating Party shall bear the burden and expense of seeking
6 protection in that court of its confidential material and nothing in these provisions
7 should be construed as authorizing or encouraging a Receiving Party in this Action
8 to disobey a lawful directive from another court.

9
10 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
11 PRODUCED IN THIS LITIGATION

12 (a) The terms of this Order are applicable to information produced by a
13 Non-Party in this Action and designated as "CONFIDENTIAL." Such information
14 produced by Non-Parties in connection with this litigation is protected by the
15 remedies and relief provided by this Order. Nothing in these provisions should be
16 construed as prohibiting a Non-Party from seeking additional protections.

17 (b) In the event that a Party is required, by a valid discovery request, to
18 produce a Non-Party's confidential information in its possession, and the Party is
19 subject to an agreement with the Non-Party not to produce the Non-Party's
20 confidential information, then the Party shall:

21 (1) promptly notify in writing the Requesting Party and the Non-
22 Party that some or all of the information requested is subject to a confidentiality
23 agreement with a Non-Party;

24 (2) promptly provide the Non-Party with a copy of the Stipulated
25 Protective Order in this Action, the relevant discovery request(s), and a reasonably
26 specific description of the information requested; and

27 (3) make the information requested available for inspection by the
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1 Non-Party, if requested.

2 (c) If the Non-Party fails to seek a protective order from this court within
3 14 days of receiving the notice and accompanying information, the Receiving Party
4 may produce the Non-Party's confidential information responsive to the discovery
5 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
6 not produce any information in its possession or control that is subject to the
7 confidentiality agreement with the Non-Party before a determination by the court.
8 Absent a court order to the contrary, the Non-Party shall bear the burden and
9 expense of seeking protection in this court of its Protected Material.

10
11 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

12 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
13 Protected Material to any person or in any circumstance not authorized under this
14 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
15 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
16 to retrieve all unauthorized copies of the Protected Material, (c) inform the person
17 or persons to whom unauthorized disclosures were made of all the terms of this
18 Order, and (d) request such person or persons to execute the "Acknowledgment and
19 Agreement to Be Bound" that is attached hereto as Exhibit A.

20
21 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
22 PROTECTED MATERIAL

23 When a Producing Party gives notice to Receiving Parties that certain
24 inadvertently produced material is subject to a claim of privilege or other
25 protection, the obligations of the Receiving Parties are those set forth in Federal
26 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
27 whatever procedure may be established in an e-discovery order that provides for

1 production without prior privilege review. Pursuant to Federal Rule of Evidence
2 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
3 of a communication or information covered by the attorney-client privilege or work
4 product protection, the parties may incorporate their agreement in the stipulated
5 protective order submitted to the court.

6
7 **12. MISCELLANEOUS**

8 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
9 person to seek its modification by the Court in the future.

10 12.2 Right to Assert Other Objections. By stipulating to the entry of this
11 Protective Order no Party waives any right it otherwise would have to object to
12 disclosing or producing any information or item on any ground not addressed in
13 this Stipulated Protective Order. Similarly, no Party waives any right to object on
14 any ground to use in evidence of any of the material covered by this Protective
15 Order.

16 12.3 Filing Protected Material. A Party that seeks to file under seal any
17 Protected Material must comply with Civil Local Rule 79-5. Protected Material
18 may only be filed under seal pursuant to a court order authorizing the sealing of the
19 specific Protected Material at issue. If a Party's request to file Protected Material
20 under seal is denied by the court, then the Receiving Party may file the information
21 in the public record unless otherwise instructed by the court.

22 12.4 Nothing herein shall impose any restrictions on the use or disclosure by
23 a Party of its own documents or information, including the deposition testimony of
24 its employees or experts.

25 12.5 The Order does not prejudice the right of any person to apply to the
26 Court for any further order that it deems appropriate or to object on any appropriate
27 grounds to discovery requests.

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2
3 Dated: March 15, 2018

WILMER CUTLER PICKERING HALE AND
DORR LLP

5 By: /s/ Nancy Lynn Schroeder

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16 Dated: March 15, 2018

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CAPACITY AS TRUSTEE OF THE TIFFANY
NGO LIVING TRUST; CRUISE THRU DAIRY
D/B/A CRUISE THRU DAIRY, VALERO
MART INC. D/B/A VALERO MART/ARCO
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SPEEDY WASH

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Stipulated Protective Order that
was issued by the United States District Court for the Central District of California
on _____ in the case of *Socheat Chy v. Lam Sin Yam, et al.*, Civil Action No.
2:17-cv-04325-VAP-AGR. I agree to comply with and to be bound by all the terms
of this Stipulated Protective Order and I understand and acknowledge that failure
to so comply could expose me to sanctions and punishment in the nature of
contempt. I solemnly promise that I will not disclose in any manner any
information or item that is subject to this Stipulated Protective Order to any person
or entity except in strict compliance with the provisions of this Order. I further
agree to submit to the jurisdiction of the United States District Court for the Central
District of California for the purpose of enforcing the terms of this Stipulated
Protective Order, even if such enforcement proceedings occur after termination of
this action. I hereby appoint _____ [print or type full
name] of _____ [print or type full
address and telephone number] as my California agent for service of process in
connection with this action or any proceedings related to enforcement of this
Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____

ATTORNEY ATTESTATION

Pursuant to Civil Local Rule 5-1(i)(3), I, Nancy Lynn Schroeder, hereby attest that concurrence in the filing of this document has been obtained from any signatories indicated by a “conformed” signature (/s/) within this e-filed document. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: March 15, 2017

WILMER CUTLER PICKERING HALE AND
DORR LLP

By: /s/ Nancy Lynn Schroeder
Nancy Lynn Schroeder (SBN: 280207)

Attorney for Plaintiff